

# Exhibit A-1



P.O. BOX 81226, SEATTLE, WA, 98108-1226

10/11/2012

Abdullah Haydar

US

Dear Abdullah:

On behalf of Amazon Corporate LLC (the "Company"), I am very pleased to offer you the position of Senior Manager, Selection Tech. This letter clarifies and confirms the terms of your employment with the Company.

#### Start Date and Salary

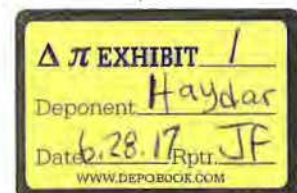
Unless we mutually agree otherwise in writing, you will commence employment on November 19, 2012 ("Start Date"). Your salary will be \$155,000.00 annualized, payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Because your position is exempt from overtime pay, your salary will compensate you for all hours worked. You will be eligible for a performance assessment and salary adjustment in calendar year 2014. Ordinarily this process occurs each April.

#### Signing Bonus

In appreciation of your decision to join us, the Company will pay you a signing bonus of \$150,000.00, which will be paid in twelve monthly installments, ordinarily starting with your first regular paycheck after your Start Date, and every month thereafter, subject to your continued employment. If your employment with the Company terminates for any reason prior to the first anniversary of your start date, you will not receive any additional bonus installments after the date of termination and you will be required to repay the final bonus installment you received, on a prorated, daily basis.

If you are employed with the Company on the one-year anniversary of your Start Date, the Company will pay you a second bonus in the amount of \$115,000.00 during your second year of employment, which will be paid in twelve monthly installments, subject to your continued employment. If your employment with the Company is terminated for any reason during your second year of employment, any monthly payments will cease after the date of termination and you will be required to repay the final bonus installment you received, on a prorated, daily basis. Bonus payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes.

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### **Restricted Stock Unit Award**

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 1,450 shares of Amazon.com, Inc. common stock. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- An additional 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- An additional 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2014. Ordinarily this process occurs each April.

### **Relocation**

For information about your relocation benefits, please review the attached document. If your employment with the Company is terminated for any reason prior to the second anniversary of your start date, you will be responsible for reimbursing the Company for any relocation expenses paid to you or incurred by the Company on your behalf, on a prorated daily basis.

### **Benefits**

During the term of your employment, you will be entitled to 401(k), welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your start date. Please refer to the enclosed documents for more information.

### **Background Check**

This offer is contingent on the successful completion of a background check.

### **Customer Connection**

You will participate in Amazon.com's Customer Connection ("C2") Program, which keeps our senior employees in direct contact with our customers. Under this program, you will work with our customer service associates for one day during your first six months of employment and on a regular basis thereafter. You'll also work at one of our fulfillment centers for three days during your first two years of employment. Please contact your Human Resources Generalist for more information.

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### **Employment at Will**

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

### **Confidentiality, Noncompetition and Invention Assignment Agreement**

As a condition of your employment, you must sign the enclosed Confidentiality, Noncompetition and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. You should know that the agreement will significantly restrict your future flexibility in many ways. For example, you will be unable to seek or accept certain employment opportunities for a period of 18 months after you leave the Company. Please review the agreement carefully and, if appropriate, have your attorney review it as well.

### **Employment Eligibility**

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

### **Additional Provisions**

If you accept this offer, the terms described in this letter will be the terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications of these terms must be in writing and signed by you and an officer of the Company.

If you wish to accept employment with the Company, please indicate so by signing both copies of this letter and both copies of the enclosed Confidentiality, Noncompetition and Invention Assignment Agreement, retaining one set for your files and sending one set to me. Signed documents may be returned via E-mail, fax or U.S. Mail. Please contact me to arrange your preferred method of delivery.

**This offer and all terms of employment stated in this letter will expire ten days from the date of this letter.**

Abdullah, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

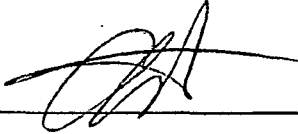
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Ramiah Kandasamy  
Director, Software Development

**ACCEPTANCE**

I accept employment with Amazon Corporate LLC under the terms set forth in this letter.



Signature

11/19/12

Date

Abdullah Haydar

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